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FUEL STUDIO CONTRACT OF TERMS AND CONDITIONS

Important! Please read before project start date.

Statement of Confidentiality

This proposal concept and supporting materials contain confidential and proprietary business information of Fuel Studio. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

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Invoices, fees, deposits and additional costs

- A deposit of 25% - 50% (Based on estimate value. Non-Refundable.) start of project fee, is required for all projects Fuel Studio undertake and before that project can begin.
- All our invoices are due the day after receipt of the emailed invoice - please remember to inform accounts!
- We have a simple progress payment plan, based on this estimate.
- Please note, we cannot begin your project until we receive the deposit.
- Payments are then made weekly or fortnightly depending on the estimated schedule, until the project is completed (we will email you the progress invoices).
- Once a project is handed to a client for approval followed by final payment the client must respond within seven working days or the whole project could be (at Fuel Studios discretion) considered canceled.
- Please note progress payments are still required if you (client) delays the project for any reason.
- The final payment is due on completion of the project, it will also include any fees for approved additions or extras outside of the estimate.

Please note: A delay in payments will affect the estimated timeline - if a payment is missed the project will be delayed for the length of time until the payment is made.

Before we ask for your final payment we will send you a copy of the project for your approval :

- If your project is design and or print we request that you view and read through thoroughly before the project is required for use.
- If your project is a Website test everything! We give you a generous ten working days, after the final invoice has been made, to inform us of any faults.
- Immediately final payment has been received in full, your project will be digitally delivered or made live.
- If the cost of your project is running over by 10% or more of the original estimate, due for example to requested additional work (outside of the estimate,) we will contact you and wait until we receive your written or verbal approval to continue work.
- Be aware a delay in presenting all of the required information or content we require to continue or complete your project, or if there is requested additional work, it will affect the agreed timeline but we will make every effort to keep to the schedule. If for any reason there is a change in the proposed schedule from our end, we will let you know asap.

Final invoice

Only once full payment of the emailed final invoice is received from the Client will, Fuel Studio immediately deliver the project to the Client, websites will be made live or alterations and updates to a website made live, or finished artwork sent to the Client electronically or dispatched as agreed.

Until the outstanding balance is paid in full, Fuel Studio reserves the right to withhold delivery or any transfer of ownership of any current work, all grants of any License to use or transfer of ownership of any intellectual property rights. If the final payment is not received from the Client, a 5% per month charge of the outstanding balance, is payable to FuelStudio on top of and including the overdue balance. Client shall be responsible for all collection or legal fees necessitated by late or default in payment. Fuel Studio again reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses and Fees, Charges or the costs of Changes.

Estimates

The fees and expenses estimated and any accompanying documentation are estimates only.

The final fees and expenses will be documented on Fuel Studio invoices.

If Fuel Studio reasonably anticipates the fees and expenses to exceed the original estimate by more than 10%, then Fuel Studio will inform the client and Fuel Studio shall have the right to suspend work without liability and work on a day-to-day extension of any subsequent deadlines until the Client has provided approval and agreed upon the new costs or a reduction in the scope of the project.

In consideration of the services to be performed by Fuel Studio, Client shall pay to Fuel Studio fees in the amounts and according to the payment schedule set forth in the proposal, estimate and invoices including deposits and additional costs and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

Project priority costs

If Fuel Studio services are procured by a client and accepted with only 24 hours notice or less and the turnover time of that project is within the next 48 hours or less, our hourly rate will increase to \$110.

Expenses

In addition to Fuel Studio's fees, Client shall also reimburse Fuel Studio for all third party expenses in connection with this project plus a standard handling charge of 12% and any sales taxes due on this project. Client shall advance Fuel Studio a deposit of 100% of the estimated expenses at the same time and in addition to the 25% deposit, start of project fee. Changes and additions to the third parties proposal shall follow the same condition as below.

Changes and Additions

Unless otherwise stated in the proposal or estimate, Clients shall pay additional charges for changes requested by the Client which are outside the scope/estimate, the services will be charged on a time and materials basis, at Fuel Studio's standard hourly rate of \$95 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified in the estimate.

Fuel Studio may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

Client agrees that Fuel Studio may proceed based upon oral authorizations of changes which are reasonably and promptly followed up with written confirmations from the client, of any modifications requested, Client shall be responsible for any additional costs and payment that this may incur.

Client responsibilities

Client acknowledges that it shall be responsible for performing the following in a timely manner; that being within seven working days, failure to do so may lead to a delay or cancellation, by Fuel Studio, of project and an adjustment to the timeline or deadline.

(a) coordination of any decision-making with parties other than Fuel Studio

(b) provision of Client Content in a form suitable for reproduction or incorporation into the project without further preparation, unless otherwise expressly provided in the Proposal.

(c) final proofreading and in the event that Client has approved Content but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

(d) unless otherwise specified in the estimate, all content for printed or web based media is required from the client in a timely manner.

(e) read and sign the proposal agreement and the terms and conditions contract and return them to Fuel Studio (this is the clients responsibility).

Testing and acceptance

Fuel Studio will exercise commercially reasonable efforts to test deliverables requiring testing and to make all necessary corrections prior to providing deliverables to Client. Client, within 10 business days of receipt of each deliverables, shall notify Fuel Studio, in writing, of any failure of such deliverable to comply with the specifications set forth in the proposal, or of any other objections, corrections, changes or amendments Client wishes made to such deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Fuel Studio will undertake to make the same in a commercially timely manner.

Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the deliverables shall be deemed accepted.

Cancellation

In the event of cancellation of this Project for any reason, Fuel Studio (and, with respect to any of its own copyrightable contributions), the Client shall not hold the copyright to the unfinished work and all elements thereof. Fuel Studio shall retain the original artwork. The Client shall pay a cancellation fee for the work completed based upon the contract price and the percentage of completion and Client shall also reimburse Fuel Studio for all expenses incurred and all non-cancelable obligations owed to third parties. This is generally calculated on 50% of the total estimate or 100% of costs incurred by Fuel Studio (including time for meeting, management and research as well as any third party contractors) which ever is the greater amount.

Ownership of Work

When the final work has been completed and fully paid for, the project shall be deemed work for hire and Client's rights shall be as set forth herein. At all times, including after full and final payment, Fuel Studio shall retain physical ownership and possession of, and all intellectual property rights to, all original preliminary artwork, drawings, specifications and other visual presentation materials other than the final works approved by the Client. Effective only upon final payment hereunder, Fuel Studio hereby assigns to the Client all right, title and interest, including, without limitation the copyright, in and to the final works created, assembled, organized or produced by and delivered to the Client in connection with this Agreement for as long as such rights may exist in various jurisdictions throughout the world.

Fuel Studio hereby warrants to the Client that, in connection with the production of the final works created hereunder, it has not knowingly infringed on the copyright of any third party. Fuel Studio agrees to execute and deliver any further documentation reasonably required by the Client relating to such assignment; provided, however, that Client reimburses Fuel Studio for all third party costs associated therewith. Fuel Studio acknowledges that the final works have been created for commercial purposes, but the parties agree that the anticipated scope of use is set forth in the accompanying documentation. Notwithstanding anything to the contrary contained herein, Fuel Studio does not assign to Client any right with respect to the final work outside of the anticipated scope of use, it being understood between the parties that Fuel Studio has based its price upon the Client's representations as to the anticipated scope of use. Fuel Studio further agrees that it shall not be entitled to any right of integrity or attribution in the final works created, assembled, organized or produced hereunder and waives any rights and any so-called "moral rights" to the extent permissible by law. The Client hereby grants Fuel Studio a limited worldwide, irrevocable royalty-free license to reproduce the final work created here under and to include such work in a portfolio of Fuel Studio work for self-promotional and editorial purposes, including entry into contests.

Confidentiality

Each party acknowledges that in connection with this project, it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

Accreditations and promotions

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Fuel Studio's name in the form, size and location as incorporated by Fuel Studio in the Deliverables, or as otherwise directed by Fuel Studio. Fuel Studio retains the right to reproduce, publish and display the Deliverables in Fuel Studio's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website. This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered. This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten days from receipt of written notice of such breach. In the event of termination, Fuel Studio shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Fuel Studio or Fuel Studio's agents as of the date of termination, 50% of the total estimate, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

Fuel Studio shall not be deemed in breach of this Agreement if Fuel Studio is unable to complete the services or any portion thereof by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity of Fuel Studio or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Fuel Studio control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Fuel Studio shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Web Hosting

HELP & SUPPORT

1. Support from Fuel Studio Hosting is provided on a first come first served basis.
2. Support is delivered by Telephone or text - 0400 66 24 35 during business hours and via our website or email.

BILLING & PAYMENTS

1. Invoices are sent via email and are due the day after receipt of said email, fees are usually charged quarterly or biannually unless a different arrangement has been approved in writing.

Only 2 attempts, via email only, will be made as a reminder of the payment due.

2. Where service payments are not made (for whatever reason) and no payment arrangement is put in place within 48 hours of the due date your service will be suspended. If your account still remains outstanding after 7 days your service will be terminated and the account sent to our collections agency

IMPORTANT NOTE;

30 days termination of service notice is required from you the client plus all money owing or outstanding up to the end of the latest quarterly bill will need to be paid, in full. If 30 or more days notice is not given a charge of 3 months fees is required from the client. Also before transference or termination of services can be carried out by Fuel Studio an administration fee of \$30 excluding GST is required. All Fuel Studio hosting products & services fees are non-refundable.

DEBT COLLECTION

1. Fuel Studio Hosting reserves the right to charge 20% interest on all accounts that are more than 30 days old unless a prior payment arrangement has been made in writing and approved by Fuel Studio.
2. For the purpose of debt collection, debt recovery or debt purchase, Fuel Studio Hosting reserves the right to release your personal information in accordance with our privacy policy
3. If Fuel Studio is unable to make contact you the client to clear the account balance via email, phone or text message then Fuel Studio reserves the right to forward the overdue debt onto our debt collection agency whereby the client will be responsible for all collection and legal costs incurred in recovering the money owing.
4. Account credit cannot be withdrawn from your account at any point in time. All credit that is on the account will stay on the account until used by a fee or service.
5. For clients who do not give the mandatory 30 day's notice to terminate their Fuel Studio Hosting services the following applicable terms will apply:

The client will be billed an administration fee of \$150 excluding GST.

The client will be responsible for paying out the remainder of the fees due (to the end of the latest quarterly bill)

The client will be billed for any late fees, interest and charges;



Ideas Start Here.